RECENT CASES.

ASSIGNMENT FOR CREDITORS—ASSIGNEE'S PURCHASE—MITCHELL V. TYLER, 41 S. W. 422 (Ky.).—One who made an assignment for the benefit of creditors had previously agreed to sell property on which there was a mortgage. The property being sold on foreclosure, the assignee bought it, and against the objection of some of the creditors took title in his own name and then transferred it to the person to whom his assignee had agreed to sell. *Held,* that the sale was valid and that the creditors were entitled to the price the assignee got. Du Relle and White, J. J., dissented on the ground that the creditors were entitled to have the title held for their benefit.

BANKRUPTCY—PRACTICE—IN RE KELLY (EX PARTE BERNHEIM ET AL), 91 Fed. 504.—There should not be united in one petition a prayer that a debtor be adjudged an involuntary bankrupt and a prayer for a warrant directing the Marshal to sieze and hold his property pending the adjudication. The proceedings are distinct and the better practice is that they should be brought by separate petitions.

BANKRUPTCY—TAXES ON EXEMPT PROPERTY—IN RE TILDEN, 91 Fed. 500.—Bankruptcy act, 1898, § 64, provides that the trustees shall "pay all taxes legally due and owing by the bankrupt." *Held,* that this requires the payment of taxes on bankrupt's homestead, though it have been set apart as exempt.

BOYCOTT—CONSPIRACY—ASSOCIATIONS—BOUTWELL ET AL. V. MARR ET AL., 42 Atl. Rep. 607 (Vt.).—A granite manufacturers' association, composed of 95 per cent. of all the granite manufacturers in a certain place, was organized for the purpose of boycotting plaintiffs. To accomplish this end a by-law was passed which imposed a fine of $50 on any member of the association who carried on business with one not a member, which by-law acted directly against plaintiffs. In consequence the plaintiffs' business was destroyed. *Held,* that the members of the association are liable to plaintiffs for the actual damages caused to their business, even though they did not try to influence persons outside the association. The court says that though each member could lawfully withdraw his patronage from plaintiffs, and even unite to do this, nevertheless a combination for this purpose, employing threats or intimidation, is such an unlawful one as to make defendants liable.

COLLISION WITH BICYCLE—EVIDENCE—QUINN V. PIETRO, 59 N. Y. Supp. 419.—In an action for wrongful death, caused by defendant driving over a boy riding a bicycle, defendant's declaration on being arrested therefor, in which he swore at the bicycle, and said that they were no good, were admissible to show his hostility to bicycles, and as increasing the probability that he was indifferent to the rider's rights.

COMMON LAW—INTERSTATE COMMERCE—TELEGRAPH COMPANIES—CONTRACTS—CONSIDERATION—W. U. TEL. CO. V. CALL CO., 78 N. W. (Neb.) 518.—An action was brought for damages alleged to have accrued to plaintiff